



**CERTIFIED POLICY STATEMENT**

Mahala S. Russell, Claims Verification Technician for Sentry Insurance a Mutual Company, hereby swears on oath that the attached is a copy of the policy Declaration Page/Renewal Offer issued to CRUZ, DONNA for policy 404624122 covering policy period 12/17/2018 to 6/17/2019 I further state that the Declaration Page/Renewal Offer reflects the terms and conditions that were in effect on 5/24/2019, the date of loss. Also attached is a copy of the Personal Auto Policy and any Endorsements issued with the policy.

*Mahala S. Russell*

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Mahala S. Russell



REYNOLDS INSURANCE SERVICES INC  
DAIRYLAND INSURANCE COMPANY  
P O BOX 550  
LUGOFF SC 29078-0550

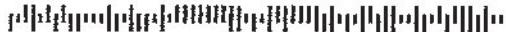
Phone: 1-803-438-1055  
Agency Code: 1083161



[My.DairylandInsurance.com](http://My.DairylandInsurance.com)

## DECLARATIONS PAGE

Named Insured(s)

CRUZ, DONNA  
273 KING CHARLES RD  
COLUMBIA SC 29209-2241  


Policy Number	404624122
Policy Term	12/17/2018 to 06/17/2019
Transaction Effective	03/18/2019
Transaction Type	Policy Change

### This Is Not a Bill. Retain for your records.

Nothing contained in these documents changes the cancellation, expiration or nonrenewal date listed on any outstanding bill, offer or notice sent to you.

#### Change Description

##### Deleted

Vehicle: 1997 PONTIAC SUNFIRE SE 1G2JB5241V7515149

#### Premium and Coverage Information

Vehicle Level Coverages	Limits	Vehicle 1	Vehicle 2	Vehicle 4
Rated Driver		1	2	
Bodily Injury Liability	\$25,000 Each Person/\$50,000 Each Accident	\$579.20	\$389.86	\$471.30
Property Damage Liability	\$25,000 Each Accident	\$399.87	\$238.16	\$326.86
Uninsured Motorist Bodily Injury	\$25,000 Each Person/\$50,000 Each Accident	\$61.65	\$50.13	\$35.56
Underinsured Motorist Bodily Injury		Rejected	Rejected	Rejected
Uninsured Motorist Property Damage	\$25,000 Each Accident	\$38.61	\$31.40	\$22.27
Underinsured Motorist Property Damage		Rejected	Rejected	Rejected
Comprehensive		\$460.67	\$173.44	\$122.18
Collision		\$815.72	\$340.61	\$346.08
<b>Subtotal Premium By Vehicle</b>		<b>\$2,355.72</b>	<b>\$1,223.60</b>	<b>\$1,324.25</b>

Deductibles Per Coverage Per Vehicle	Vehicle 1	Vehicle 2	Vehicle 4
Uninsured Motorist Property Damage	\$200	\$200	\$200
Comprehensive	\$1,000	\$1,000	\$1,000
Collision	\$1,000	\$1,000	\$1,000

#### Premium Summary

Premium Subtotal \$4,903.57

Billing Fee \$10.00

Billing Fee \$10.00

Total Policy Premium \$4,923.57

**Discount Information**

Policy Level	
Multi-Car Discount	

**Vehicle Information**

Veh #	Year	Make	Model	VIN	Existing Damage	Vehicle Location
1	2017	GMC	SIERRA 2500HD DENALI	1GT12UEY5HF191217	N	29209
2	2018	GMC	ACADIA SLE1	1GKKNKLA2JZ147125	N	29209
4	2008	Toyota	HIGHLANDER SPORT	JTEDS43A582003320	N	29209

**Driver Information**

Drv #	Name	Date of Birth	Gender	Marital Status	Financial Responsibility
1	CRUZ, DONNA	11/19/1970	F	M	
2	CRUZ, REYNALDO	12/14/1974	M	M	SR22 SC

**Accident and Violation Information**

Drv #	Date of Occurrence	Date of Conviction	Type	Points	Description of Occurrence
1	01/15/2017		Accident	4	Accident - At Fault
1	05/16/2016	05/16/2016	Violation	3	Miscellaneous Minor Violation

**Lienholder/Additional Insured/Additional Interest Information**

Veh #	Type	Name	Address
1	Lienholder	SANTANDER CONSUMER USA	PO BOX 660633 DALLAS, TX 75266
2	Lienholder	ALLY FINANCIAL	PO BOX 8143 COCKEYSVILLE, MD 21030

**Policy Forms**

The following policy forms and endorsements apply to your policy.

UM1A-SC-1218	LH1-1213	PPA-SC-1116
SCA1101-1116	PAP1-1213	

**Important Messages**

Access your policy documents online at [My.DairylandInsurance.com](http://My.DairylandInsurance.com).

Important: This form shows changes you have made to your insurance policy. To continue your insurance you must pay any outstanding bill or offer sent to you before the due date or cancellation/expiration date of that notice.

This policy is effective on the date shown on the face of these declarations. These declarations form a part of the policy and replace all previously issued declarations for this policy. If these declarations are accompanied by a new policy, this policy replaces any which may have been issued previously with the same policy number.

If you choose to cancel this policy before the term expiration date, any refund due to you is subject to a cancellation penalty.

Dairyland Insurance Company



**IN CASE OF AN ACCIDENT, PLEASE CALL 1-800-334-0090.  
CLAIMS CAN BE REPORTED 24 HOURS A DAY.**

**Important:** This insurance policy is a legal contract between **you** and **us**.

**Read Your Policy Carefully.** This index of policy provisions provides a brief outline of some of the important features of your policy. But, the index is not the insurance contract. Only the actual policy provisions will dictate. The policy sets forth in detail the rights and obligations of both **you** and **us**.

## **PERSONAL AUTO POLICY.**

### **Agreement.**

### **What To Do In Case Of A Car Accident or Loss.**

- Notice of Car Accident or Loss.
- Other Duties.

### **Definitions Used Throughout This Policy.**

### **Part I – Liability Coverage.**

- Additional Definitions Used in This Part Only.
- Additional Payments.
- Exclusions.
- Conformity with Financial Responsibility Laws.
- Out of State Insurance.
- Limits of Liability.
- Other Insurance.

### **Part II – Medical Payments Coverage.**

- Additional Definitions Used In This Part Only.
- Exclusions.
- Limits of Liability.
- Other Insurance.
- Our Rights to Recover Payment.

### **Part III – Uninsured Motorists Coverage.**

- Additional Definitions Used in This Part Only.
- Exclusions.
- Limits of Liability.
- Other Insurance.
- Arbitration.

### **Part IV – Car Damage Coverage.**

- Additional Definitions Used in This Part Only.
- Your Deductible.
- Settlement of Loss.
- Appraisal.
- Transportation Expenses.
- Exclusions.
- Limits of Liability.
- No Benefit to Bailee.
- Other Insurance.

### **Part V – General Provisions.**

- Territory.
- Changes.
- Two or More Cars Insured.
- Lawsuit Against Us.
- Our Recovery Rights.
- Assignment.
- Bankruptcy.
- Electronic Signatures.
- Out of State Insurance.
- Joint and Individual Interests.
- Renewal of This Policy.
- Cancellation or Nonrenewal of This Policy.
- Misrepresentations.

### **Notice of Our Information Practices.**

## **AGREEMENT.**

In return for **your** premium payment, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on **your** Declarations Page. However, acceptance by **us** of premium payments submitted by **you** or on **your** behalf does not, in and of itself, satisfy coverage conditions. This agreement is subject to the terms and conditions of this policy. This insurance applies only to **car accidents and losses** which happen while this policy is in force. This policy is issued by **us** in reliance upon the statements which **you** made in **your** application for insurance. **We** may also ask **you** for updated information after the policy has issued. **We** rely upon **you** to provide **us** with accurate information. This policy, **your** application (which is made a part of this policy as if attached), and **your** Declarations Page include all the agreements between **you** and **us** relating to this insurance. If **you** have made any **misrepresentations** in **your** application or when subsequently asked, this policy may not provide any coverage.

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## WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS.

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### Notice of Car Accident or Loss.

In the event of a **car accident or loss**, prompt notice must be given to **us**. This must include the time, place and facts of the **car accident or loss**. **Your** name, address, the best way to contact **you** and any involved persons and witnesses must be provided. The information which **you** give to **us** must be truthful and accurate.

### Other Duties.

Any person claiming any coverage under this policy must:

- (1) Cooperate and assist **us** in any matter regarding a claim or lawsuit.
- (2) Promptly send **us** any legal or other papers relating to a claim or lawsuit.
- (3) Submit to physical exams at **our** expense by doctors **we** select. This must be as often as **we** reasonably require.
- (4) Authorize **us** to obtain medical, wage and other records.
- (5) Submit separately to recorded statements and exams under oath. Provide sworn statements. This must be done as often as **we** reasonably require.
- (6) Avoid making any voluntary payments except at **your** own expense. Avoid making any obligation or incurring any expense.
- (7) Promptly complete and return any forms **we** send to **you**.
- (8) Permit **us** to retrieve data from the event data recorder of the vehicle involved in the **car accident**.
- (9) Promptly notify the police of the accident if a hit-and-run driver is involved.
- (10) Take reasonable steps after **loss** to protect **your insured car** and its equipment from further **loss**. We will pay reasonable expenses incurred in providing that protection. Any additional **loss** because of your failure to take reasonable steps to protect **your insured car** will not be covered.
- (11) Promptly report any theft or vandalism of **your insured car** or its equipment to the police.
- (12) Allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal.

Failure to perform or comply with any of these duties may result in the refusal of coverage, protection or a reduced **loss** payment.

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## DEFINITIONS USED THROUGHOUT THIS POLICY.

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- (1) "**We**", "**us**" and "**our**" mean the Company shown on **your** Declarations Page providing this insurance.
- (2) "**You**" and "**your**" mean the person(s) shown as the Named Insured on **your** Declarations Page. **You** and **your** also means that person's spouse if residing in the same household.
- (3) "**Relative**" means a person living in **your** household. This person must be related to **you** by blood, marriage or adoption. **Relative** includes a ward, foster child or a minor under **your** guardianship who lives in **your** household. **Your** unmarried dependent children living temporarily away from home qualify as a **relative** only if they intend to continue to live in **your** household. Any **relative** who is of legal driving age or older must be listed on the application or endorsed on the policy. This must occur prior to a **car accident or loss**.
- (4) "**Regular operator**" means any person of legal driving age or older and a resident of **your** household. **Regular operator** also means any person who drives **your insured car** while it is furnished or available for their regular use.
- (5) "**Bodily injury**" means bodily harm, or sickness, disease or death.
- (6) "**Property damage**" means damage to or destruction of real or tangible personal property. This includes loss of that property's use. It does not include electronically stored information or other intangible property.
- (7) "**Car**" means a four-wheeled land **motor vehicle**, licensed for use on public roads and not used for commercial purposes, which is:
  - (A) Of the private passenger sedan, station wagon, minivan or jeep type, with a gross vehicle weight rating (GVWR) of 10,000 pounds or less; or
  - (B) Of the pickup, 6-wheel dually, sport utility, van or panel truck type, with a gross vehicle weight rating (GVWR) of 14,000 pounds or less.
- (8) "**Your insured car**" means all of the following.
  - (A) Any car described on **your** Declarations Page, for which a premium charge is shown.
  - (B) Any **car** that permanently replaces a **car** described on **your** Declarations Page during the policy period. With respect to coverage under Parts I, II and III of this policy, the replacement car will be afforded the same coverage as the **car** it replaces. Coverage will apply as of the date you acquire the **car**, but only if **you** ask **us** to insure it

within fourteen (14) days of its acquisition. Coverage under Part IV and other optional coverages will apply to the replacement car as of the date you acquire the car only if you expressly ask for it within three (3) days of its acquisition. We must also agree to provide the coverage before it will apply. In all other cases, any coverage you request will apply no earlier than the date and time you contact us to request it and we agree.

(C) Any additional car you acquire ownership of during the policy period that does not permanently replace a car described on your Declarations Page, but only if we insure all other cars you own. With respect to coverage under Parts I, II and III of this policy, the additional car will be afforded the same coverage as any other car described on your Declarations Page. Coverage will apply as of the date you acquire the car, but only if you ask us within fourteen (14) days of its acquisition. Coverage under Part IV and other optional coverages will apply to the additional car as of the date you acquire the car only if you expressly ask for it within three (3) days of its acquisition. We must also agree to provide the coverage before it will apply. In all other cases, any coverage you request will apply no earlier than the date and time you contact us to request it and we agree.

(D) Any car not owned by you while being used temporarily by you or a relative. The use must be with the owner's permission. The car must be a substitute for a vehicle described on your Declarations Page which is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. This provision applies only to coverages provided in Parts I, II and III of this policy.

A car leased to a person under a written agreement for a constant period of at least six (6) months shall be deemed to be owned by that person.

## **PART I – LIABILITY COVERAGE.**

This coverage applies only if a premium is shown for it on your Declarations Page.

We will pay damages for which any insured person is legally liable because of bodily injury and/or property damage caused by a car accident. The car accident must have arisen out of the ownership, upkeep or use of a car. We will settle any claim or defend any lawsuit which is payable under the policy as we deem appropriate.

We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.

Our duty to settle or defend ends when our limit of liability for this coverage has been tendered or paid.

(9) "Motor vehicle" means a land motor vehicle, but does not mean a vehicle as described below.

(A) Operated on rails.

(B) Operated on crawler-treads.

(C) A farm type tractor or equipment designed for use mainly off public roads when not used on public roads.

(D) An all-terrain or other recreational vehicle type, not licensed or designed for use on public roads.

(E) Being used as a residence.

(F) Being used as a premise.

(10) "Auto Business" means the business of selling, repairing, servicing, storing, or parking cars. It also means the business of transporting, delivering, testing, road testing or repossessing cars.

(11) "Occupying" means in, getting in, or getting out of.

(12) "Car Accident" means an unexpected and unintended event that causes bodily injury or property damage. It must have arisen out of the ownership, upkeep, or use of a car or motor vehicle.

(13) "Loss" means direct, sudden and accidental damage or theft of your insured car or its covered equipment.

(14) "State" means the District of Columbia, and any state, territory or possession of the United States.

(15) "Misrepresent" or "Misrepresentation" means providing information to us that is known by you to be false, misleading or fraudulent. This could be presented to us during the application for coverage, or during the policy period. It must affect either the eligibility for coverage and/or the premium that is charged. Concealing information relevant to the application, or maintenance of coverage, is also misrepresentation.

### **Additional Definitions Used in This Part Only.**

As used in this Part, these definitions apply.

(1) "Insured person" or "insured persons" means all of the following.

(A) You.

(B) A relative.

(C) Any person using your insured car.

No one is considered an insured person if they use a car without the permission or outside the scope of the permission of the owner.

None of the following are insured persons for this coverage.

- (A) The United States (U.S.) Government.
- (B) Any other government or civil authority.
- (C) Any person operating a **motor vehicle** as an employee of the U.S. Government, when the provisions of the Federal Tort Claims Act apply.
- (2) "**Contamination**" means any unclean, unsafe, damaging, injurious, or unhealthy condition. The condition must have arisen from **pollutants**, whether permanent or transient.
- (3) "**Pollutants**" means smoke, vapors, soot, fumes, acids, sounds, alkalis, chemicals liquids, solids, gases, thermal substances. It includes any other irritants and impurities.

#### Additional Payments.

We will pay, in addition to **our** limit of liability, all of the following.

- (1) Costs **we** incur when settling any claim or in the defense of any lawsuit. This does not include awards to the plaintiff.
- (2) Interest on damages awarded in any lawsuit **we** defend for the portion of damages that does not exceed **our** limit of liability. The interest must accrue after entry of judgment and before **we** have paid. **Our** offer to pay will also stop interest accrual. Interest will stop accruing if **we** deposit in court that portion of the judgment which is not more than **our** limit of liability.
- (3) Premiums on bonds required in any lawsuit **we** defend. **We** will not pay the premium for a bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.
- (4) Up to \$200 a day of lost wages when **we** ask an **insured person** to attend trials or hearings.
- (5) Any other reasonable expenses incurred by an **insured person** at **our** specific request.

#### Exclusions.

Coverage and **our** duty to defend does not apply to any of the following.

- (1) **Bodily injury or property damage** arising out of the ownership, upkeep or use of any vehicle when used to carry persons or property for compensation or a fee. This includes, but is not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (2) **Bodily injury or property damage** caused with intent by, or at the direction of, an **insured person**. This exclusion applies when an **insured person** commits an act which is reasonably certain to cause harm or damage. This exclusion applies even if the actual result is different than that which was intended or expected.
- (3) **Bodily injury or property damage** that results from nuclear reactions, radiation or fallout. **Bodily injury or property damage** with respect to which any person is insured under nuclear energy liability insurance is also excluded, even if the limits of that insurance are exhausted.
- (4) **Bodily injury** to an employee or a fellow employee of an **insured person** that arises during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that employee.
- (5) **Bodily injury or property damage** arising out of the ownership, upkeep, or use of any vehicle, including **your insured car**, when used for any business purpose. This exclusion does not apply to:
  - (i) Use of **your insured car** by **you** or a **relative** for farming or ranching.
  - (ii) The use of **your insured car** by **you** for **auto business** operations.
  - (iii) Business use that has been disclosed to and accepted by **us**.
  - (iv) Business use that is infrequent and not otherwise excluded under this policy.
- (6) Damage to property owned by, rented to, being transported by, used by, or in the charge of an **insured person**. This exclusion does not apply to damage to a private residence or garage rented to **you** or a **relative**. A **motor vehicle** operated by an **insured person** is considered to be property in the charge of an **insured person**.
- (7) **Bodily injury or property damage** assumed by an **insured person** under any contract or agreement.
- (8) **Bodily injury or property damage** arising out of the ownership, upkeep or use of **your insured car** while it is being leased or rented to others.
- (9) **Bodily injury or property damage** arising out of the ownership, upkeep, or use of any vehicle other than **your insured car**. This exclusion applies only if the vehicle is owned by, or furnished or available for regular use by **you** or a **relative**.
- (10) **Bodily Injury** to **you** or a **relative**.
- (11) **Bodily injury or property damage** caused while any vehicle is used in, or preparing for, any racing, speeding, stunt, performance or demolition activity. This exclusion applies whether or not such activity is prearranged or organized.
- (12) **Bodily injury** arising out of or related to **pollutants** and/or **contamination**.
- (13) **Bodily injury or property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a **relative**.

- (14) **Bodily injury or property damage** arising out of the use of a vehicle for snow removal.
- (15) **Bodily Injury or property damage** arising out of the ownership, upkeep or use of any **car** while it is being used in connection with any type of personal vehicle sharing program.
- (16) **Bodily injury or property damage** arising out of the use of a vehicle in any illegal trade or transportation.
- (17) **Bodily injury or property damage** arising out of the use of a vehicle in the commission of a non-vehicular felony. This includes the attempt to elude arrest by a law enforcement official.
- (18) Punitive or exemplary damages.

#### **Conformity with Financial Responsibility Laws.**

If we certify this policy as proof of compliance under any financial responsibility law, it will comply with that law to the extent of the coverage required by the law. You must repay us if we have to make a payment that we would not have had to make if this policy were not certified.

#### **Out of State Insurance.**

If an **insured person** must comply with the financial responsibility law of another **state**, this policy will provide any broader coverage. This provision also applies to the compulsory insurance law or similar laws of another **state**. The **insured person** must be subject to those laws because of the ownership, upkeep or use of **your insured car** in that **state**. Any broader coverage so afforded shall be reduced to the extent that other liability coverage applies. No person may, in any event, collect more than once for the same elements of **loss**.

#### **Limits of Liability.**

Subject to the following terms, the limits of liability shown on **your Declarations Page** are the most we will pay in damages for any one **car accident**.

- (1) The **bodily injury** liability limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to one person. This limit includes all family member claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
- (2) Subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages

from **bodily injury** to two or more persons in any one **car accident**. This limit includes all family member claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

- (3) The **property damage** liability limit for "each accident" is the limit for all claims for damages, by all persons to property in any one **car accident**. These damages may be direct or indirect.

We will pay no more than these limits despite of any of the following.

- (1) The number of vehicles described or premiums shown on **your Declarations Page**.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of persons making claims.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

Any amount payable to any person under this part will be reduced by any amount paid or payable to that person under Part II or Part III.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

If this policy provides coverage that exceeds the limits required by the applicable Financial Responsibility laws, then such excess coverage shall not apply to the operation, upkeep, or use of **your insured car** by any person other than **you** or a **relative**. This limitation shall not apply to liability incurred by **you** or a **relative**.

#### **Other Insurance.**

If there is other applicable coverage on a **loss** covered by this Part, we will pay only our share of the damages. Our share is the ratio that the limits of liability bear to the total of all applicable limits.

For coverage afforded under this Part for a **car** you do not own, this coverage is excess over any other applicable insurance.

Coverage under this Part will be primary for the use of **your insured car** by **you** or any rated driver listed on **your Declarations Page**. For any other person using **your insured car**, this coverage will be excess over any other applicable insurance.

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#### **PART II - MEDICAL PAYMENTS COVERAGE.**

This coverage applies only if a premium is shown for it on **your Declarations Page**.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the **car accident**.

Any rights to payment under this Part no longer exist to the extent an **insured person** recovers payment from the responsible party.

We will pay the **usual and customary charge** for reasonable and necessary expenses incurred within one year from the date of **car accident**. The expenses must be for medical and funeral services because of **bodily**

**injury sustained by an insured person and caused by a car accident.**

Reasonable medical expenses do not include expenses described as follows.

- (1) For treatment, services, products or procedures that are untried, for research, or not primarily designed to serve a medical purpose, or are not commonly recognized throughout the medical profession and within the United States as appropriate treatment of **bodily injury**;
- (2) Incurred for the use of thermography or other related procedures of a similar nature.
- (3) Incurred for the use of acupuncture or other related procedures of a similar nature.
- (4) Incurred for the purchase or rental of equipment not primarily designed to serve a medical purpose.

#### **Additional Definitions Used In This Part Only.**

As used in this part:

- (1) "**Insured person**" or "**insured persons**" means any of the following.
  - (A) **You or a relative** while **occupying your insured car**.
  - (B) **You or a relative** as a pedestrian when struck by a **motor vehicle**.
  - (C) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your permission**.

No one is considered an **insured person** if they use a **car** without the permission or outside the scope of the permission of the owner.

- (2) "**Usual and customary charge**" means an amount which we determine as a customary charge for services in the region in which the service is rendered. We may determine this charge through the use of independent sources of **our choice**.

#### **Exclusions.**

This coverage does not apply to **bodily injury** described as follows.

- (1) Sustained while **occupying your insured car** when used to carry persons or property for compensation or a fee. This includes but is not limited to delivery of newspapers, magazines, food, or any other product. This exclusion does not apply to shared-expense car pools.
- (2) Sustained while **occupying** any vehicle being used as a residence or premises.
- (3) Sustained while **occupying a motor vehicle** with less than four wheels.
- (4) Arising out of the ownership, upkeep or use of any **car** while it is being used in connection with any type of

personal vehicle sharing program.

- (5) Sustained while **occupying** or when struck by any vehicle which is owned by or furnished or available for regular use by **you**.
- (6) Sustained while **your insured car** is being leased or rented to others.
- (7) Arising out of the ownership, upkeep, or use of any vehicle including **your insured car**, when used for any business purpose. This exclusion does not apply to:
  - (i) Use of **your insured car** by **you** or a **relative** for farming or ranching.
  - (ii) The use of **your insured car** by **you** for **auto business** operations.
  - (iii) Business use that has been disclosed to, and accepted by, **us**.
  - (iv) Business use that is infrequent and not otherwise excluded under this policy.
- (8) **Occurring** during the course of employment if benefits are payable under a workers' compensation law, disability benefits or other similar laws. This exclusion also applies when benefits are required to be provided under similar laws.
- (9) Caused by, or as an effect of, war (declared or undeclared), civil war, insurrection, riot, acts of terrorism, rebellion, or revolution. This exclusion also applies to damages caused by nuclear reaction, radiation or radioactive contamination.
- (10) Sustained while **occupying** any vehicle being used in or to prepare for any racing, speed, stunt, performance or demolition activity, whether or not such activity is prearranged or organized.
- (11) Intentionally caused by or at the direction of an **Insured person**. This exclusion applies when an **insured person** commits an act which is, to a large extent, certain to cause harm or damage. This exclusion applies even if the actual result is different than that which was intended or expected.
- (12) Caused when a vehicle is being used in the commission of a non-vehicular felony or while attempting to elude arrest by a law enforcement official.
- (13) Sustained while **your insured car** is being operated by a **regular operator** who was not reported to **us**. The **regular operator** must be reported on the original application for insurance or otherwise disclosed to **us** and listed on **your** Declarations Page before the **car accident**.
- (14) Caused when a vehicle is being used in any illegal trade or transportation.

#### **Limits of Liability.**

We will pay no more than the limits of liability shown for this coverage on **your** Declarations Page for each person

Injured in any one car accident despite any of the following.

- (1) The number of vehicles described or premiums shown on your Declarations Page.
- (2) The number of insured persons.
- (3) The number of claims made or lawsuits filed.
- (4) The number of persons making a claim.
- (5) The number of policies issued by us.
- (6) The number of vehicles involved in the car accident.

Any amount payable to any person under this part will be reduced by any amount paid or payable to that person for the same expense under Part I or Part III.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

#### Other Insurance.

This Medical Payments Coverage is excess over any other applicable insurance.

#### Our Rights To Recover Payment.

If we make payment under this Part, we shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party.

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### PART III - UNINSURED MOTORISTS COVERAGE.

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This coverage applies only if there is a premium shown for it on your Declarations Page.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, upkeep or use of an **uninsured motor vehicle**.

Any judgment for damages arising out of a suit brought without our consent is not binding on us.

#### Additional Definitions Used in This Part Only.

As used in this Part

- (1) "Insured Person" means any of the following.

- (A) You.
- (B) A relative.
- (C) Any other person occupying your insured car with the permission of you or a relative.
- (D) Any person for damages that person is entitled to recover because of bodily injury to you, a relative or another occupant of your insured car.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

- (2) "Uninsured motor vehicle" means a **motor vehicle** which is:

- (A) Not insured by a **bodily injury** liability bond or policy or that does not have liability limits complying with the financial responsibility law of the policy state.
- (B) A hit-and-run vehicle whose operator or owner is unknown. This vehicle must strike any of the following.
  - (i) You.

- (ii) A relative.

- (iii) A vehicle which you or a relative are occupying.

- (iv) Your insured car.

There must be actual physical contact with the hit-and-run vehicle.

- (C) Insured by a **bodily injury** liability bond or policy at the time of the accident whose insurer is or becomes insolvent or denies coverage.

"Uninsured motor vehicle" does not mean a vehicle as described below.

- (A) Owned by, furnished or available for your regular use or a relative's regular use.
- (B) Owned or operated by a self-insurer. This must be within the meaning of any **motor vehicle** financial responsibility law, motor carrier law or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
- (C) Owned by a governmental unit or agency.
- (D) Designed mainly for use off public roads, while not on public roads.
- (E) Operated on rails or crawler treads.
- (F) While used as a residence or premises.

#### Exclusions.

This coverage does not apply to **bodily injury** sustained by an **insured person** described by any of the following.

- (1) While occupying a **motor vehicle** owned by you or a relative which is not your insured car.
- (2) When struck by a **motor vehicle** owned by you or a relative.
- (3) While occupying a **motor vehicle** with less than four wheels.

- (4) If the injured person or the legal representative of that person agrees to any settlement without **our** written consent.
- (5) While **occupying your insured car** when used to carry persons or property for compensation or a fee. This includes, but is not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (6) Arising out of the ownership, upkeep, or use of any vehicle including **your Insured car**, when used for any business purpose. This exclusion does not apply to:
- (i) Use of **your insured car by you or a relative** for farming or ranching.
  - (ii) The use of **your insured car by you for auto business operations**.
  - (iii) Business use that has been disclosed to, and accepted by, **us**.
  - (iv) Business use that is infrequent and not otherwise excluded under this policy.
- (7) While any vehicle is being used in or to prepare for any racing, speed, stunt, performance, or demolition activity. This exclusion applies whether or not such activity is prearranged or organized.
- (8) While **your insured car** is being operated by a **regular operator** who was not reported to **us**. The **regular operator** must be reported on the original application for insurance or otherwise disclosed to **us** and listed on **your Declarations Page before the car accident**.
- (9) Caused by, or as an effect of, war (declared or undeclared), civil war, insurrection, riot, acts of terrorism, rebellion, or revolution. This exclusion also applies to damages caused by nuclear reaction, radiation or radioactive contamination.
- (10) Arising out of the ownership, upkeep, or use of any vehicle other than **your Insured car**. This exclusion applies only if the vehicle is owned by, furnished or available for regular use by **you or a relative**.
- (11) While using or **occupying any car** in connection with any type of personal vehicle sharing program.
- (12) Arising out of the use of a vehicle while the vehicle is being used in the commission of a non-vehicular felony or while attempting to elude arrest by a law enforcement official.
- (13) Punitive or exemplary damages.

#### Limits of Liability.

Subject to these provisions, the limits shown on **your Declarations Page** for this coverage are the most **we will** pay in damages for any one **car accident**.

- (1) The **bodily injury** limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to any one person.

- (2) Subject to the **bodily injury** limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.

We will pay no more than these limits despite any of the following.

- (1) The number of vehicles described or premiums shown on **your Declarations Page**.
  - (2) The number of **insured persons**.
  - (3) The number of claims made or lawsuits filed.
  - (4) The number of persons making a claim.
  - (5) The number of policies issued by **us**.
  - (6) The number of vehicles involved in the **car accident**.
- No stacking of uninsured motorists insurance will be allowed by this policy. Any amounts payable under this part will be reduced by the following.
- (1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**. Also any payment made by or on behalf of any other person or organization which may be legally liable.
  - (2) Any amount paid or payable under Part I or Part II of this policy.
  - (3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

#### Other Insurance.

If there is other applicable coverage on a **loss** covered by this Part, we will pay only **our share** of the damages. Our share is the ratio that **our** limits of liability bear to the total of all applicable limits. When an **insured person** is **occupying a car** not listed on **your Declarations Page**, this coverage is excess over any other applicable insurance. This coverage shall apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.

#### Arbitration.

Arbitration may occur if **we** and an **insured person** claiming coverage under this Part do not agree to either of the following.

- (1) The legal liability of the operator or owner of an **uninsured motor vehicle**.
- (2) The amount of damages.

The matter may be arbitrated upon written agreement between both parties. In this event, each party will select an arbitrator, unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third. If the two arbitrators cannot agree on the third within thirty (30) days, then on joint request by the

insured and us, the third arbitrator will be appointed by a judge or court having jurisdiction.

Disputes over coverage under this Part may not be arbitrated.

Each party will do all of the following.

- (1) Pay the expenses they incur.
- (2) Bear the expenses of the single arbitrator equally.
- (3) If a third arbitrator is used, bear the expenses equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** lived, as listed on the policy, immediately prior to the accident.

Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to the following.

- (1) The legal liability of the operator or owner of an uninsured vehicle.
- (2) The amount of damages. The arbitrators shall have no authority to award an amount in excess of the limits of liability or which includes punitive or exemplary damages.

The decision of the arbitrators is binding only for the amount of the award that does not exceed our limits of liability or include punitive or exemplary damages.

## PART IV - CAR DAMAGE COVERAGE.

We will pay for **loss** to your insured car which is caused by either of the following.

- (1) **Collision**, but only if a premium is shown for it on your Declarations Page.
- (2) **Comprehensive**, but only if a premium is shown for it on your Declarations Page.

### Additional Definitions Used in This Part Only.

As used in this Part, the following definitions apply.

(1) "**Collision**" means actual physical contact between your insured car and another object or upset of your insured car.

(2) "**Comprehensive**" means **loss** to your insured car not caused by **collision**. The following are examples, but not an all inclusive list, of what is considered **loss** caused by **comprehensive**.

- (A) Missiles or falling objects
- (B) Fire
- (C) Theft or larceny
- (D) Explosion
- (E) Earthquake, windstorm or hail
- (F) Water or flood
- (G) Malicious mischief or vandalism
- (H) Riot or civil commotion
- (I) Contact with bird or animal
- (J) Breakage of glass not caused by **collision**

If glass breakage results from a **collision**, you may choose to have it treated as a **loss** caused by **collision**.

(3) "**Covered Equipment**" means the following:

- (A) Any permanently installed equipment, parts, or accessories. These must have been purchased as

standard or optional equipment from the vehicle manufacturer.

- (B) Any permanently installed device designed to record or reproduce sound. The device must have been installed in the opening of the dash or console. The opening must be normally used by the manufacturer for the installation of a radio. The maximum we will pay for **loss** to the device and its accessories is \$500.
- (4) "**Rental Vehicle**" means a car you rent or hire from an entity licensed to conduct such business under applicable state law. The car must be in your custody and operated by you or a relative.
- (5) "**Your insured car**" also includes a rental vehicle while it is being used as a temporary substitute for a car described on your Declarations Page. The replacement must be because of the insured car's withdrawal from normal use due to breakdown, repair, servicing, **loss** or destruction. A rental vehicle that meets this description shall be provided the same coverage as the vehicle it temporarily replaces.

### Your Deductible.

The deductible amount shown on your Declarations Page will be subtracted from payment of any **loss** covered under this Part.

No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

### Settlement of Loss.

We may pay the **loss** in money or repair or replace the damaged or stolen property. We may, at any time before the **loss** is paid or the property is replaced, return, at our expense, any stolen property. This will be returned either to you or to the address shown on your Declarations Page. If we repair or replace the damaged or stolen property, we reserve the right to use parts of like kind and quality, which may include non original equipment manufacturer parts. We may keep all or part of the property salvage upon payment to you of its agreed or

appraised value. You may not abandon the damaged property to us.

#### Appraisal.

You or we may demand appraisal of the loss. Each will appoint and pay a competent and impartial qualified appraiser. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers, or either of the appraisers and the umpire, will determine the amount payable.

We do not waive any of our rights under this policy by agreeing to an appraisal.

#### Transportation Expenses.

We will pay you for reasonable substitute transportation expenses incurred if your insured car covered by this Part is stolen. Transportation expenses covered shall not exceed \$30 per day. The payment period begins forty-eight (48) hours after you have told us of the theft and have notified the police. The period ends when the first of any of the following occurs.

- (1) Seventy-two (72) hours after we make an offer to pay the actual cash value of your insured car.
- (2) When your insured car is returned to use.
- (3) When \$900 in substitute transportation costs has been incurred.

#### Exclusions.

This coverage does not apply to loss as described by any of the below.

- (1) To your insured car while used to carry persons or property for compensation or a fee. This includes, but is not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (2) Caused by, or as an effect of, war (declared or undeclared), civil war, insurrection, riot, acts of terrorism, rebellion, or revolution. This exclusion also applies to damages caused by nuclear reaction, radiation, or radioactive contamination.
- (3) To equipment used to either mechanically or structurally change your insured car to increase performance or change its appearance.
- (4) To any closed container designed to fit in the bed of a pickup truck, plow, winches and lift kits. This exclusion applies whether or not the item is permanently attached.
- (5) To equipment, parts and accessories which are not defined as covered equipment. This exclusion does not apply if items are declared as permanently installed in or on your insured car and a specific premium is paid.
- (6) Arising out of wear and tear, freezing, or other

temperature changes, mechanical or electrical breakdown or failure, or manufacturers defect, road damage to tires or other prior loss damage. This exclusion does not apply if the loss results from theft covered by this insurance.

- (7) While your insured car is being used in, or preparing for, any racing, speeding, stunt, performance or demolition activity. This exclusion applies whether or not such activity is prearranged or organized.
- (8) Arising out of the ownership, upkeep, or use of any vehicle including your insured car, when used for any business purpose. This exclusion does not apply to:
  - (i) Use of your insured car by you or a relative for farming or ranching.
  - (ii) The use of your insured car by you for auto business operations.
  - (iii) Business use that has been disclosed to, and accepted by, us.
  - (iv) Business use that is infrequent and not otherwise excluded under this policy.
- (9) To your insured car, if at the time of the loss, your insured car was driven by a regular operator who was not reported to us and listed on your Declarations Page before the car accident.
- (10) To your insured car while it is being leased or rented to others.
- (11) To any car while being used in connection with any type of personal vehicle sharing program.
- (12) To your insured car while it's being used in used in any illegal trade or transportation.
- (13) To your insured car while it's being used in the commission of a non-vehicular felony or while attempting to elude arrest by a law enforcement official.
- (14) Arising out of intentional actions by or at the direction of you or a relative, or any other person using your insured car with your permission is not covered. This exclusion applies when an insured person commits an act which is, to a large extent, certain to cause harm or damage. This exclusion applies even if the actual result is different than that which was intended or expected.
- (15) Due to the destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of the Loss Payees in your insured car.
- (16) Due to theft or conversion of your insured car or its equipment which occurs prior to its delivery to you. This exclusion also applies to theft or conversion of such equipment which occurs after you have delivered your insured car to a third

party to whom **you** have authorized to sell, trade or otherwise dispose of it.

(17) Due to diminution of value. This is actual or perceived loss in market or resale value which results from a direct and accidental **loss** to a car. This exclusion also applies to diminution of any optional equipment **we** insure.

(18) Due to acquiring a stolen vehicle.

(19) To your insured car due to mold, or to remedy it. This exclusion applies despite the source of the mold.

(20) To your Insured car due to damage caused by any explosive substance, flammable liquid or similar hazardous materials during the transportation of such items.

#### Limits of Liability.

Our limits of liability for **loss** shall not exceed the lesser of the following.

(1) The actual cash value of the stolen or damaged property at the time of **loss**, less the applicable deductible.

(2) The amount needed to repair or replace the property or parts with those of like kind and quality, less the applicable deductible.

To determine the actual cash value of the damaged property at the time of the **loss**, an adjustment for depreciation and physical condition will be made. The adjustment will be in relation to physical condition and wear and tear. If new parts are used to replace parts with wear and tear, depreciation will be taken to the extent of the wear and tear.

#### No Benefit to Bailee.

This coverage shall not in any way benefit any party caring for or handling your insured car for a fee.

#### Other Insurance.

If other coverage applies on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle listed on your Declarations Page shall be excess over any other collectible insurance.

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## PART V - GENERAL PROVISIONS.

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#### Territory.

This policy applies only to car accidents and losses within the United States, its territories or possessions. It also applies to car accidents in Canada, or between the ports of the two.

#### Changes.

This policy, application (which is made a part of this policy as if attached), and your Declarations Page include all the agreements between **you** and **us** relating to this insurance.

**We** will automatically give **you** the benefits of any extension or broadening of this policy. That is provided that the change does not require additional premium.

The only other way this policy can be changed is by endorsement. Any necessary adjustment of premium will be made at that time. **We** will accept certain changes to your policy that **you** request. However, some changes you request require **your** signature. These will be effective only after the proper signature is obtained. Any change will be confirmed by **our** issuance of a Declarations Page.

The premium for this policy is based on information **we** receive from **you** or other sources. Changes to this information made during the policy period may result in a premium increase or decrease.

**You** must notify **us** within fourteen (14) days of a change including, but not limited to:

(1) **your** mailing or residential address;

(2) the garaging address for any car listed on your Declarations Page;

(3) the residents of your household and/or regular operators of your insured car;

(4) an insured person's marital status;

(5) **you** or a relative obtaining a driver's license or operator's permit; or

(6) **you** acquiring an additional or replacement vehicle.

If **you** move to another state, **we** may cancel this policy in accordance with the Cancellation or Nonrenewal of This Policy section.

#### Two or More Cars Insured.

With respect to any car accident or loss to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

#### Lawsuit Against Us.

**We** may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **Insured person** is finally determined either by judgment against that person at the actual trial, or by written agreement of that person, the claimant and **us**. No one has any right under this policy to make **us** a party to a lawsuit to determine the liability of an **insured person**.

Any person who is not an **insured person** under the terms of this policy has no interest in this policy. This includes a third party beneficiary.

This provision applies unless there first is a rendering of a verdict against a person who is an **insured person**. The verdict must be under the terms of this policy. It must be for a claim which is covered by this policy.

#### Our Recovery Rights.

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery against another responsible party. This applies to the rights of any person or organization **we** have paid. **You** and anyone **we** protect must sign any papers and do whatever else is needed to enable **us** to exercise **our** rights. **You** and anyone **we** protect will do nothing to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take proper action to recover any payment **we** have made from any responsible party or insurer. The action must take place in that person's own name. **We** will select the attorney and pay all related costs and fees.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us**. That person must repay **us** to the extent of **our** payment plus any costs or attorney fees **we** have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

If you **misrepresent** any fact or event that affects a risk being eligible or results in a premium lower than that which would have been charged **we** reserve the right to recover from **you** any payment **we** made for a **loss**.

#### Assignment.

Interest in this policy may not be assigned without **our** written consent. If the policyholder named on **your** Declarations Page or their spouse who lives in the same household dies, the policy will cover any of the following.

- (1) The surviving spouse.
- (2) The legal representative of the deceased. That person must be acting within the scope of the duties as a legal representative.
- (3) Any person having proper custody of **your insured car**. This applies until a legal representative is appointed.

However, if any person is an excluded driver under this policy, there is no coverage while that person is driving any **car**.

#### Bankruptcy.

**We** are not relieved of any duty under this policy because of the bankruptcy or insolvency of any **insured person**.

#### Electronic Signatures.

**We** may use electronic signatures to satisfy any requirement for written signatures. When a law requires a signature or letter to be notarized, verified, approved or made under oath, the electronic signature will satisfy. This is provided the signature of the person authorized to perform such service is attached to or associated with the signature of record.

#### Out-of-State Insurance.

If this policy provides liability insurance **we** will automatically provide the compulsory **motor vehicle** insurance required for nonresidents. This applies when you are traveling in a **state** with such requirements. However, **we** will provide only excess insurance in this case.

#### Joint and Individual Interests.

Any Named Insured may cancel or change this policy. The action of one Named Insured will be binding on all persons provided coverage under this policy. Notices, including premium refunds, to one Named Insured will be binding on all persons provided coverage under this policy.

#### Renewal of This Policy.

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the due date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy.

If **we** offer to renew the policy and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer. This is also the case if **we** bill for a balance due from a policy change and **you** fail to pay when due. If that happens, this policy may automatically terminate on the date noted on the renewal notice.

#### Cancellation or Nonrenewal of This Policy.

The Named Insured, listed on **your** Declarations Page may cancel this policy by advising **us** in writing of the future date the cancellation is to take effect.

**We** may cancel **your** policy for any reason permitted by the **state** in which **your** policy is written. A cancel notice will be mailed to the person listed as Named Insured at the address shown on **your** Declarations Page. Mailing of the notice will be in alignment with required timeframes.

If **we** decide not to renew this policy, **we** will mail notice of nonrenewal according to the **state** law where **your** policy is written. This notice will be mailed to the person listed as Named Insured at the address shown on **your** Declarations Page. Proof of mailing a cancel or nonrenewal notice shall be sufficient proof of notice, if required.

Upon cancellation **you** may be due a premium refund. If so, **we** will send it to **you**. A refund is not a condition of cancellation. If **we** cancel, any refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed via customary short-rate methods and procedures. The effective date of cancel stated in a notice is the end of the policy period.

#### Misrepresentations.

If **you misrepresent** any fact or condition that affects whether a risk is eligible or contributes to a **loss**, **we** reserve the right to rescind the policy and/or deny coverage. This also applies if the **misrepresentation** avoids premium owed to **us** or results in a premium lower than that which would have been charged if true and complete information had been provided.

Should **we** be required to cover such a **loss**, **we** reserve the right to recover all resulting payments from **you**.

In Witness Whereof, we have caused this policy to be signed by its President and Secretary. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

- Secretary

- President

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#### **NOTICE OF OUR INFORMATION PRACTICES.**

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We are required by Public Law 91-508, Fair Credit Reporting Act to inform you as follows. As part of our procedure for processing and reviewing applications, a credit report, motor vehicle report or other underwriting reports may be obtained. An investigative report may also be obtained through personal interviews with third parties. Some examples of third parties include family members, business contacts, financial sources, friends, neighbors, or others acquainted with you. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living or driving

history, as applicable. This process also applies to our review of new policies, renewal policies and policies currently in effect. You have the right to make a request for a complete and accurate disclosure of additional information about the nature and scope of the investigation. The request must be to this company and be within a reasonable time period. You have the right to dispute such information which you believe to be in error.

## LOSS PAYABLE ENDORSEMENT

Loss or damage covered under this policy shall be paid, as interest may appear, to the person shown as the named insured on your Declarations Page and the loss payee, mortgagee, or lienholder shown on your Declarations Page only as applicable under the terms of the policy.

We reserve the right to cancel the policy as permitted by the policy terms or by applicable state laws and the cancellation shall terminate this agreement as to the loss payee's interest. If cancellation requirements for a loss payee are applicable because of the laws of your state, we will comply with those requirements.

If you fail to give us proof of loss within the time allowed, the loss payee may protect their interest by filing a proof of loss within thirty (30) days after that time.

The loss payee must notify us of any known change of ownership or increase in the risk. On demand, the loss payee must pay the premium for any increased hazard or premium due which you fail to pay. If the loss payee fails to do so, the loss payee will not be entitled to any payment under this endorsement.

If we pay a loss payee under the terms of this endorsement, we to the extent of such payment, are subrogated to the loss payee's rights against you. The loss payee must assign their interest up to the amount of our payment to us and transfer all supporting documents to us. This will not affect the loss payee's right to recover the full amount of their claim from you.

## PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT - SOUTH CAROLINA

All terms and conditions of the Personal Auto Policy and any other endorsements also apply to this endorsement, except as changed by this endorsement.

### PART I – LIABILITY COVERAGE.

#### Exclusions.

Exclusions (2) and (10) are replaced by the following.

- (2) **Bodily injury or property damage** caused with intent by, or at the direction of, an **insured person**. This exclusion applies when an **insured person** commits an act which is reasonably certain to cause harm or damage. This exclusion applies even if the actual result is different than that which was intended or expected. However, coverage will apply to the extent necessary to satisfy the minimum limits of liability required by the South Carolina Financial Responsibility Act.
- (10) **Bodily injury to you or a relative**. However, coverage will apply to the extent necessary to satisfy the minimum limits of liability required by the South Carolina Financial Responsibility Act.

Exclusion (18) is deleted.

#### Limits of Liability

The following paragraph is amended.

Any amount payable to any person under this part will be reduced by any amount paid or payable to that person under Part III.

### PART II - MEDICAL PAYMENTS COVERAGE.

#### Limits of Liability.

The following paragraph is deleted.

Any amount payable to any person under this part will be reduced by any amount paid or payable to that person for the same expense under Part I or Part III.

#### Other Insurance.

This provision is replaced by the following.

#### Other Insurance.

If there is other applicable motor vehicle medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **motor vehicle** you do not own shall be excess over any other collectible motor vehicle insurance providing payments for medical or funeral expenses.

### PART III - UNINSURED MOTORISTS COVERAGE.

#### Exclusions.

Exclusion (13) is deleted.

### PART IV – CAR DAMAGE COVERAGE.

#### Your Deductible.

The following provision is added.

No deductible shall apply to automobile safety glass.

### PART V – GENERAL PROVISIONS.

#### Changes.

This provision is replaced by the following.

#### Changes.

This policy, application (which is made a part of this policy as if attached), and **your** Declarations Page include all the agreements between you and us relating to this insurance.

We will automatically give **you** the benefits of any extension or broadening of this policy. That is provided that the change does not require additional premium.

The only other way this policy can be changed is by endorsement. Any necessary adjustment of premium will be made at that time. We will accept certain changes to **your** policy that **you** request. However, some changes **you** request require **your** signature. These will be effective only after the proper signature is obtained. Any change will be confirmed by **our** issuance of a Declarations Page.

The premium for this policy is based on information we receive from **you** or other sources. Changes to this information made during the policy period may result in a premium increase or decrease.

**You** must notify **us** within fourteen (14) days of a change including, but not limited to:

- (1) **your** mailing or residential address;
- (2) the garaging address for any **car** listed on **your** Declarations Page;
- (3) the residents of **your** household and/or regular operators of **your** insured car;
- (4) an **insured person's** marital status;
- (5) **you** or a **relative** obtaining a driver's license or operator's permit;
- (6) **you** acquiring an additional or replacement vehicle; or
- (7) **your** email address, if **you** requested electronic notice or delivery of documents.

If **you** move to another state, we may cancel this policy in accordance with the Cancellation or Nonrenewal of This Policy section.

#### Our Recovery Rights.

This provision does not apply to Part II.

**Cancellation or Non-Renewal of This Policy.**

This provision is replaced by the following.

**Cancellation or Non-Renewal of This Policy.**

The Named Insured, as listed on **your** Declarations Page, may cancel this policy by advising **us** in writing of the future date the cancellation is to take effect. However, within the first 60 days this policy is in effect, **you** may cancel only for the reasons listed below.

- (1) You furnish proof from the Department of Highways and Public Transportation that:
  - (A) Your insured car as shown on your Declarations Page has been sold or otherwise disposed of; or
  - (B) You have surrendered the tags and registration of your insured car shown on your Declarations Page.
- (2) You have secured another policy that meets the financial responsibility requirements of the State of South Carolina.

We may cancel for nonpayment of premium at any time by providing at least fifteen (15) days' notice of cancellation.

If this policy has been in effect less than ninety (90) days and is not a continuation or renewal policy, we may cancel for any reason during that period by providing at least fifteen (15) days' notice of cancellation.

If this policy has been in effect ninety (90) days or more, or is a renewal or continuation policy, we may cancel for the

following reasons by providing at least fifteen (15) days' notice of cancellation.

(1) Nonpayment of premium.

(2) If your driver's license is suspended or revoked.

We may cancel the non-mandated Physical Damage coverages by reason of factors or conditions as permitted by law, by providing at least fifteen (15) days' notice.

If we decide not to renew this policy, we will mail notice of nonrenewal providing at least fifteen (15) days' notice.

Any notice of cancellation or nonrenewal will be mailed or an electronic notification of the cancel or nonrenewal notice will be delivered to the person listed as Named Insured on **your** Declarations Page at the address shown on **your** Declarations Page.

Proof of mailing a cancel or nonrenewal notice, including electronic notification shall be sufficient proof of notice, if required.

Upon cancellation you may be due a premium refund. If so, we will send it to **you**. A refund is not a condition of cancellation. If we cancel, any refund will be computed on a pro-rata basis. If you cancel, the refund will be computed via customary short-rate methods and procedures. The effective date of cancel stated in a notice is the end of the policy period.

## UNINSURED MOTORISTS COVERAGE ENDORSEMENT- SOUTH CAROLINA

All terms and conditions of the Personal Auto Policy and any other endorsements also apply to this endorsement, except as changed by this endorsement.

### **PART III – UNINSURED MOTORISTS COVERAGE**

This Part is replaced in its entirety by the following.

### **PART III – UNINSURED MOTORISTS COVERAGE**

This coverage applies only if there is a premium shown for it on your Declarations Page.

We will pay damages for **bodily injury or property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, upkeep or use of an **uninsured motor vehicle**.

#### **Additional Definitions Used in This Part Only.**

As used in this endorsement, the following definitions are either amended or added.

(1) "**Motor Vehicle**" is a land **motor vehicle** designed for use on public roads. It includes cars, mopeds, and utility trailers when attached to a **motor vehicle**. It also includes any other land **motor vehicle** while used on public roads.

(2) "**Insured Person**" means any of the following.

- (A) **You.**
- (B) **A relative.**
- (C) Any other person **occupying your insured car.**
- (D) Any person for damages that person is entitled to recover because of **bodily injury to you, a relative or another occupant of your insured car.**

No person shall be considered an **insured person** if that person uses a **motor vehicle** without the permission of the owner.

(3) "**Property Damage**" means damage to or destruction of the property of an **insured person**.

(4) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

- (A) Not insured by a **bodily injury liability and property damage liability bond or policy** or that do not have liability limits complying with the South Carolina Financial Responsibility Act.
- (B) Not secured with cash or securities deposited with the State Treasurer.

(C) A hit-and-run vehicle whose operator or owner is unknown. This vehicle must strike any of the following.

- (i) **You.**
- (ii) **A relative.**
- (iii) A vehicle which **you or a relative are occupying.**
- (iv) **Your insured car.**
- (v) Any of **your property.**

The **insured person** must not be negligent in failing to determine the identity of the other **motor vehicle** and the driver of the other **motor vehicle** at the time of the **car accident**.

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be corroborated and all of the following must occur.

(a) An affidavit attesting to the truth of the facts of the accident must be signed by any eyewitness other than the owner or operator of the **motor vehicle** which an **insured person** was **occupying** at the time of the accident.

(b) The following statement must be displayed on the face of the affidavit:

**A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

(c) No right of action or recovery exists unless the **insured person** or someone on behalf of the **insured person** has reported the **car accident** to an appropriate police authority within a reasonable time.

The **insured person** must not be negligent in failing to determine the identity of the other **motor vehicle** and the driver of the other **motor vehicle** at the time of the **car accident**.

(D) Insured by a **bodily injury liability and property damage liability bond or policy** at the time of the accident whose insurer is or becomes insolvent, is in delinquency proceedings, suspension or receivership, is proven unable to respond to a judgment or denies coverage.

(E) For which the owner has not qualified as a self insurer as defined by South Carolina statute.

- (F) Any **motor vehicle** owned by the State or any of its political subdivisions when the **motor vehicle** is operated by a person without proper authorization.

"**Uninsured motor vehicle**" does not mean a vehicle as described below.

- (A) Owned or operated by a self-insurer. This must be within the meaning of any **motor vehicle** financial responsibility law, motor carrier law or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
- (B) Owned by a governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.

#### Exclusions.

This coverage does not apply to **bodily injury or property damage** sustained by an **insured person** described by any of the following.

- (1) If the injured person or the legal representative of that person agrees to any settlement without **our** written consent.
- (2) For the first \$200 of **property damage** to the property of each **insured person** in each **car accident**.
- (3) For damage to property for which an **insured person** has been compensated by insurance or otherwise.
- (4) For the benefit of any workers' compensation carrier or disability benefits carrier or a self-insurer of workers' compensation or disability benefits.
- (5) Vehicles not subject to registration or compulsory insurance provisions.

#### Limits of Liability.

- (A) If **bodily injury or property damage** is sustained by **you** or a **relative** while **occupying** or using **your insured car**, in any one **car accident**, the following applies.

- (1) The maximum **bodily injury** limit we will pay for "each person", is the limit as shown on **your Declarations Page** for "each person" for the **insured car** involved in the accident, plus that same amount from each of the other **insured cars** shown on **your Declarations Page** to which this coverage applies. However, in no case will the limits shown for the other **insured cars** be increased beyond the limits stated in **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.
- (2) Subject to the **bodily injury** "each person" limit, the maximum **bodily injury** limit we will pay for "each

accident" to two or more persons, is the limit as shown on **your Declarations Page** for "each accident" for the **insured car** involved in the accident, plus that same amount from each of the other **insured cars** shown on **your Declarations Page** to which this coverage applies. However, in no case will the limits shown for the other **insured cars** be increased beyond the limits stated in **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.

- (3) The maximum **property damage** limit we will pay is the limit as shown on **your Declarations Page** for the **insured car** involved in the accident, plus that same amount from each of the other **insured cars** shown on **your Declarations Page** to which this coverage applies. However, in no case will the limits shown for the other **insured cars** be increased beyond the limits stated in **your Declarations Page**.
- (B) If **bodily injury or property damage** is sustained by **you** or a **relative** while not **occupying** any **motor vehicle**, the following applies.
  - (1) The maximum **bodily injury** limit we will pay for "each person", is the highest "each person" limit shown for any one **insured car** listed on **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.
  - (2) Subject to the **bodily injury** "each person" limit, the maximum **bodily injury** limit we will pay for "each accident" to two or more persons, is the highest "each accident" limit shown for any one **insured car** listed on **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.
  - (3) The maximum **property damage** limit we will pay is the highest limit shown for any one **insured car** listed on **your Declarations Page**.
- (C) If **bodily injury or property damage** is sustained by **you** or a **relative** while **occupying** a **motor vehicle** not owned by **you** or a **relative**, the following applies.
  - (1) The maximum **bodily injury** limit we will pay for "each person", is the highest "each person" limit shown for any one **insured car** listed on **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.
  - (2) Subject to the **bodily injury** "each person" limit, the maximum **bodily injury** limit we will pay for "each accident" to two or more persons, is the highest "each accident" limit shown for any one **insured car** listed on **your Declarations Page**. This limit includes all family member claims, claims for care and loss of services.

(3) The maximum **property damage** limit we will pay is the highest limit shown for any one **insured car** listed on your Declarations Page.

(D) If **bodily injury or property damage** is sustained by an **insured person**, other than **you** or a **relative**, while **occupying a motor vehicle** owned by **you** or a **relative**, the following applies.

(1) The maximum **bodily injury** limit we will pay for "each person", is the "each person" limit shown for the **insured car** listed on your Declarations Page that was involved in the accident. This limit includes all family member claims, claims for care and loss of services.

(2) Subject to the **bodily injury** "each person" limit, the maximum **bodily injury** limit we will pay for "each accident" to two or more persons, is the "each accident" limit shown for the **insured car** listed on your Declarations Page that was involved in the accident. This limit includes all family member claims, claims for care and loss of services.

(3) The maximum **property damage** limit we will pay is the limit shown for the **insured car** listed on your Declarations Page that was involved in the accident.

The most we will pay for **bodily injury or property damage** sustained in a **car accident** by an **insured person**, other than **you** or a **relative**, is the pro rata share of the "each person" or "each accident" limit as shown on your Declarations Page, applicable to the **insured car** that the **insured person** was **occupying** at the time of the **car accident**.

**You or a relative who sustains bodily injury or property damage in the car accident** will also be entitled to a pro rata share of the "each person" or "each accident" limit as described in the paragraph above.

A person's pro rata share shall be the ratio that that person's damages bears to the total damages sustained by all insured persons.

We will pay no more than these limits despite any of the following.

(1) The number of vehicles described or premiums shown on your Declarations Page.

(2) The number of **insured persons**.

(3) The number of claims made or lawsuits filed.

(4) The number of vehicles involved in the **car accident**.

Any amounts payable under this part will be reduced by the following.

(1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**. Also any payment made by or on behalf of any other person or organization which may be legally liable.

(2) Any amount paid or payable under Part I or IV of this policy.

(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

#### Other Insurance.

If there is other applicable coverage on a loss covered by this Part, we will pay only our share of the damages. Our share is the ratio that our limits of liability bear to the total of all applicable limits. When an **insured person** is **occupying a car** not listed on your Declarations Page, this coverage is excess over any other applicable Uninsured Motorist insurance. This coverage shall apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.